

5248/25

I-5184/2025

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 5000

Rs. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 900790

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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document

M.V-1144135,768
P-3057124
12/11/2025

12/11/2025

Addl. Dist. Sub Registrar
Kalyani, Nadia

12 NOV 2025

DEVELOPMENT AGREEMENT

This Development Agreement is made and executed on this 12th day of November, 2025 A.D.

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SHRI BISWAJIT GUPTA (PAN-AIZPG7641Q, AADHAAR-55695126 8592), son of Late Mantu Gupta, residing at B-7/303 at Kalyani Town, under P.O. & P.S. Kalyani, District: Nadia, Pin Code: 741235, State of West Bengal, hereinafter called the "**LAND OWNER**" (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include his heirs, successors, executors, administrators, representatives and assigns) of the Parties of the FIRST PART.

BSP DEVELOPERS, a Partnership Firm, having PAN ABEFB0086A, being represented by its Partners,

1. SOYAIL MONDAL, (PAN BBZPM8156N AADHAAR-4220 9890 6205), Son of Late Akbar Ali Mondal, by occupation: Business, by religion: Muslim by Nationality: Indian, resident of Village: Chanduria, Simurali, P.O. Simurali, under P.S. Chakdaha, District: Nadia, Pin Code: 741218,

2. PALASH SIKDER, (PAN CXOPS2614H, AADHAAR-28174315 4100), Son of Late Paresh Chandra Sikder, by occupation: Business, by religion: Hindu, by Nationality: Indian, resident of Village: Chanduria Madhyapara, Simurali, P.O. Simurali, under P.S. Chakdaha, District: Nadia, Pin Code: 741218,

3. BIDHAN HALDER, (PAN ACMPH7875G, AADHAAR-9934 4922 0396), Son of Biren Halder, by occupation: Business, by religion: Hindu, by Nationality: Indian, resident of Village: Chanduria Madhyapara, Simurali, P.O. Simurali, under P.S. Chakdaha, District: Nadia, Pin Code: 741218, having its office at B-7/303, Kalyani Township, under P.O & P.S. Kalyani, District: Nadia, Pin Code: 741235, State of West Bengal, hereinafter called the

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"PROMOTER/DEVELOPER" (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, executors, administrators, representatives and assigns) of the SECOND PART.

WITNESSETH AS FOLLOWS:

WHEREAS the party of the SECOND PART is a Partnership Firm and being a reputed PROMOTER/DEVELOPER Firm, having its vast experience in the business of developing land by constructing multi-storied buildings and flats in several parts of West Bengal.

AND WHEREAS the party of the FIRST PART is the absolute owner and possessor of the property mentioned and described in the Schedule below, which he has acquired in the manner described in the subsequent paragraphs.

AND WHEREAS the residential plot of Schedule Land measuring about 5 (Five) Cottahs Nil Chhattak and 24 (Twenty-Four) Square feet was allotted by the Government of West Bengal in favour of one Smt. Usha Rani Mukherjee, wife of Late Kanai Lal Mukherjee who applied to the Government of West Bengal, which was duly accepted by the Government on 04/01/1959 and agreement for Lease was executed by and between the Govt. of West Bengal and said Smt. Usha Rani Mukherjee and possession of the said plot was handed over to her on 09/04/1959, by issued one possession certificate dated 23/06/1959. Subsequently one Lease Deed was executed on 26/12/1970 by and between the Governor of the state of West Bengal represented through Department of Urban Development and Municipal Affairs and said Smt. Usha Rani Mukherjee,

Usha Rani Mukherjee

which was duly registered in the office of the Registrar of Assurances, Kolkata, recorded in Book No. I Volume No.188 Page No.226 to 235, Being Deed No.5418 for the year of 1970.

AND WHEREAS after obtaining prior permission from the Government vide office memo No. 5902/3L-78/52 dated 21/12/1971, said Smt. Usha Rani Mukherjee, wife of Late Kanai Lal Mukherjee transferred her leasehold interest in the plot in favour of Smt. Chinmoyee Chatterjee, wife of Shri Jyoti Prasad Chatterjee through a Deed of Gift, vide No.5010 for the year 1971, which was duly been accepted by the Government & recorded vide Memo No. 949/3L-78/58 dated 05/05/1981 of Estate Manager, Kalyani, District: Nadia.

AND WHEREAS in turn off said Smt. Chinmoyee Chatterjee, she with prior permission from the Government vide office memo No. 12/3L-78/58 dated 30/09/1981, transferred her leasehold interest in the plot in favour of Smt. Minati Gupta, wife of Shri Mantu Gupta through a Deed of Gift, vide No.7672 for the year 1981, which was duly been accepted by the Government & recorded vide Memo No. 218/3L-78/58 dated 15/12/1981 of Estate Manager, Kalyani, District: Nadia.

AND WHEREAS after demise of the recorded Lessee Smt. Minati Gupta, her legal heir namely, Shri Biswajt Gupte was inherited the leasehold interest of the schedule plot by virtue of Law of Inheritance and recorded his name in the office record by the office of the Estate Manager, Kalyani vide memo No.1382/B-7/303 dated 21/10/2024.

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AND WHEREAS the State Government, hereby introduced West Bengal Land Conversion (Leasehold land to Freehold) Scheme, 2022, and in pursuance of such scheme the Govt. of West Bengal issued a Gazette notification vide no.91-UDMA-22012(11)/1/2023-ESTT-TCP SEC-DEPTT OF UDMA DATED 17th January 2023, read with Notification No. 1902-UDMA- 24011(15)/52/2023 GENL SEC dated 17th day of November, 2023 and Notification No. 946/ UDMA-22012(11)/ 13/2024-ESTT-TCP SEC- Dept. of UDMA dated 11/06/2024 the details of which has been mentioned in the said Scheme.

AND WHEREAS the Government of West Bengal through Department of Urban Development and Municipal Affairs, after receiving the consideration amount and other applicable charges for conversation lease hold to free hold in terms of the Gazette notification vide no 1902-UDMA24011(15)/ 52/ 2023 GENL SEC dated 17th day of November, 2023 and after satisfying himself issued a Conversion Permission Certificate for Lease Hold to Free Hold, subject to the terms and condition mentioned therein.

AND WHEREAS in consideration of the sum of Rs. 13,46,826/- (Rupees Thirteen Lakhs Forty-Six Thousand Eight Hundred and Twenty-Six) paid as conversion fees vide GRN No. 192025260298421308 Dated 10/10/2025 before the execution hereof the receipt whereof the Vendor admitted and acknowledged and issued a Conversion Certificate subject to the intimation mentioned therein as the Vendor thereby grants, conveyed, sells, released and transferred, assigns and assures unto the aforesaid LAND OWNER the permanent, transferable and heritable rights in respect of the demised land situated at Residential Plot No. 303 in Sub-Block No.

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B-7 of Block No. 'B' more fully described in the schedule hereunder TO HAVE AND TO HOLD the same unto the LAND OWNER with permanent heritable and transferable rights, SUBJECT to the exceptions, reservations, covenants and conditions. The Government of the State of West Bengal through the Pen of the Estate Manager of Kalyani has executed of deed of Conveyance on 31/10/2025 in favour of the LAND OWNER above named, which was duly registered in the office of the A.D.S. R of Kalyani, District: Nadia, being No...51.8.1....for the year 2025. Thus, the above-named LAND OWNER became the absolute owner and possessor of the below schedule free-hold land with old and dilapidated building standing thereon.

AND WHEREAS the party of the FIRST PART i.e. the LAND OWNER has demanded one North-East side self-contained 3-BHK Flat Unit on the Second Floor of the proposed G+4 multi-storied building, from the Party of the SECOND PART, i.e. the DEVELOPER, in the LAND OWNER'S ALLOCATION, and also demanded a sum of Rs. 23,00,000/- (Rupees Twenty-Three Lakhs) only, in addition to the Land Owners' allocation from the Party of the SECOND PART, i.e. the Developer towards Security Deposit Money, to make the below Scheduled property free from encumbrances by evicting the only occupant therein and to rehabilitate them, if any, the Party of the SECOND PART has agreed to the said proposal.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE- I: DEFINITIONS

Definations of the terminologies articulated in this Agreement are as follows:

LAND OWNER:- Shall mean the party of the First Part solely and absolutely.

DEVELOPER:- Shall mean the party of the Second Part solely and absolutely.

FOUNDATION PREMISES:- Shall mean and include ALL THAT piece and parcel of Land ad-measuring 5(Five) Cottahs Nil Chhattaks and 24 (Twenty-Four) Square feet to be the same little more or less, at Plot No.303, Sub-Block No. B-7 of Bleck No. 'B', Kalyani Township under P.S. Kalyani within the District of Nadia which has butted and bounded by:

On the North: 30'-00" wide Road,

On the South: Plot No. B-7/308,

On the East: Plot No. B-7/304,

On the West: Plot No. B-7/302,

BUILDING:- Shall mean the multi-storied building to be constructed by Party of the Second Party, i.e. the DEVELOPER on the said land in accordance with the plan, to be sanctioned by the appropriate authority in the name of the party of the First Part.

COVERED AREA:- Shall mean constructed space as per sanctioned building plan other than super built-up area. Super built-up area shall be calculated adding 25% on the covered area.

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COMMON FACILITIES & AMENITIES:- Shall mean entrance, staircase, Passage, Ways, Water pump, Overhead tank, Underground Reservoir, and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the building to be constructed.

SALEABLE SPACE:- Shall mean the space in the building available for independent use and occupation for residential use as per specifications of the sanctioned building Plan after making the provisions for common facilities and space, as required.

OWNERS' ALLOCATION:- One North-East side self-contained 3-BHK residential Flat Unit on the Second Floor of the proposed project/multistoried building, along with proportionate, undivided, un-demarcated and impartible share in the land of the aforesaid plot of land with right of enjoyment of all the common portions and common facilities to be set in the building proposed to be constructed upon the schedule property described herein above in the same proportion.

DEVELOPER'S ALLOCATION:- Shall mean that the Developer, in terms of this agreement, All other constructed self-contained flats-units of each floor and other construction area, except the OWNER'S allocation mentioned above, shall belong to Developer in DEVELOPER'S ALLOCATION, along with proportionate, undivided, un-demarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and common facilities to be set in the building proposed to be constructed upon the schedule property described herein above in the same proportion.

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ARCHITECT:- Shall mean the person or persons who may be appointed by the Developer for designing and planning of the said multistoried building and other construction on the Plot no. 303 of Sub-Block No. B-7 of Block No. B of Kalyani township.

BUILDING PLAN:- Shall mean the building plan to be sanctioned by the appropriate authority with such alteration or modifications as may be made by the Developer from time to time with the sanction of the said competent authority.

TRANSFER:- With its grammatical variations shall include transfer by registered instruments and delivery of possession and by any other lawful means adopted or effecting, what is understood and recognized as a transfer under the provision of the Transfer of property Act, of space, self-contained Flat units in the proposed multistoried building to the intending Purchaser(s) thereof by the party of the SECOND PART in respect of the Developer's share and by the party of the FIRST PART in respect of the Land Owners' share.

TRANSFeree:- Shall mean the person, firm, limited company, association or persons to whom any space or flat or apartment in the building will be transferred.

WORDS IMPARTING:- singular shall include plural & vice-versa and Masculine Gender shall include feminine and neuter gender, likewise words imparting feminine gender shall include masculine & neuter gender.

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ARTICLE-II: COMMENCEMENT:- This agreement shall be deemed to have commenced on and with effect from the 12th day of November, 2025.

ARTICLE: III : OWNERSHIP REPRESENTATIONS: -

The Land Owner herein declare, undertake and affirm as follows:

That the Land Owner is alone seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of converted free hold land measuring 5(Five) Cottahs NIL Chhattaks 24(Twenty-Four) Square feet with a house building standing thereon, being Plot No. 303, in Sub Block No. B-7 of Block No. 'B' in the Kalyani Town ship, Sub Division Kalyani, under post and police station Kalyani, in the District of Nadia, which is butted and bounded by:

On the North: 30'-00" wide Road,

On the South: Plot No. B-7/308,

On the East: Plot No. B-7/304,

On the West: Plot No. B-7/302,

(hereinafter shall be referred to as the said property) belong to the Party of the FIRST PART by way of legal inheritance, mentioned above and she has paid Holding Tax to the said Municipality for the said property till this date of Agreement, which is free from all encumbrances, attachments, and liens whatsoever.

1. That the Developer has paid a sum of Rs. 23,00,000/- (Rupees Twenty-Three Lakhs) only, to the Land Owner towards Security Deposit, on different dates vide 'Memo of Payment of refundable security money',

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enclosed herewith, to the said Land Owner, which is hereby admitted and acknowledged by the Party of the FIRST.

2. That there is no legal bar for the Land Owner to grant consent and permission that may be required in due course of the construction and to enter into this Development Agreement.

3. That the said land is not vested or acquired by any acquisition or requisition proceeding of the Government nor has been noticed for causing acquisition.

4. That the Land Owner shall deliver all deeds and papers relating to the said property and liable to pay the out goings, if any, and also undertake to hand over the correct and flaw less documents to the Developer.

5. That the Land Owner hereby undertake to cooperate with the Developer to the fullest extent for sanction of the building plan and execution thereof.

ARTICLE : IV DEVELOPER'S RIGHT:-

The Land Owner hereby grants, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the said multi-storied buildings comprising of flats of various sizes and designs in order to sell the said self-contained flats/units to the intending purchaser(s) and to enter into agreement for the said sell and or transfer only in respect of the Developer's Allocation and to grant General Power of Attorney in favour of the Developer annexing the building plan, to be sanctioned by the Kalyani Municipality,

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with or without amendment and/or modification made or cause to be made by the Developer.

The Land Owner hereby undertake further to handover to the Developer all the original copies of the Deeds and documents relating to the property i.e. the above referred foundation premises for processing and managing the development project on the said property and to obtain sanction of the building plan etc with the execution of these presents their respective properties/holdings at Kalyani Municipality so that the building plan of the proposed project may be sanctioned by the said Municipality.

ARTICLE – V: DEVELOPER'S REPRESENTATION

The Developer hereby declare, undertake and affirm as follows:

That the Developer will prepare and modify and if required, alter the building plan and will submit the same before the appropriate authority in the name of the Land Owner at the cost of the Developer and the Developer shall pay and bear all the expenses required to be paid or deposited, including the taxes subsequent to this present and all other relevant fees, for obtaining the sanction of the plan or the revised or altered plan, as the case may be, from the said authority which will be required for the construction of the buildings at the said premises, provided that the Developer shall be exclusively entitled to all sorts of refunds of any payment and/or deposits paid by the Developer for the same. Be it noted that all arrear taxes and mutation fees shall have to be borne by the Land Owner herein and the Owner hereby undertake to cooperate with the Developer to the fullest extent for sanction of the building plan and execution thereof.

That nothing in these presents shall be construed as a demise or assignment or transfer by the Land Owner of the said premises or any

part thereof to the Developer nor will create any right, title or interest in respect of the said premises in favour of the Developer other than an exclusive license to the Developer to sell the flat spaces within the Developer's allocation in the building, to be constructed at the said premises in the manner and subject to the terms stated herein. Be it mentioned that the Developer is permitted to retain any portion of the construction in his allocation for his own use and occupation.

ARTICLE: VI: APARTMENT CONSIDERATION:-

In consideration of the Land Owner having agreed to permit the Developer to sell the flats/units/shop rooms within and out of Developer's allocation in the proposed multi-storied building at such consideration to be solely settled by the Developer, (except the flats/units/shop rooms, space allocated within the Owners' allocation) the Developer herein agrees to do, act and perform or cause to be done, acted upon and performed all the following acts, deeds and things:

1. Shall obtain all necessary permissions, sanction of the building plan and/or revised or altered building plan and all approvals, consents for effective implementation of the terms of this Agreement and completion of the building at the cost of the Developer.
2. To pay all necessary cost and expenses under the supervision of the Developer in respect of the construction of the entire multi-storied building, including the Owners' allocation, without having any claim of reimbursement from the Land Owner and to reimburse the entire cost and expenses of the Developer along with profit of the Developer out of sale proceeds of the flats/units/shop rooms/commercial spaces allocated in Developer's allocation.

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3. To bear all costs, charges and expenses for construction of the entire building at the below Scheduled premises and the said cost shall include the cost of subsequent taxes together with that of the altered or revised charges, if any.

4. To allocate and handover the flat units, allocated to the share of the Land Owner in respect of the said proposed multi-storied building, to be constructed at the said premises, within 18 months from the date of sanction of the building plan by the Municipal Authority, which period shall be the essence of the present contract, subject to exemption due to any Force majeure consequences up to six months more.

5. That the Land Owner, in terms of this Agreement, shall get flat unit specifically allocated to him as per the building plan of the concerned municipality or in the revised plan, if any, along with proportionate, undivided, un-demarcated and impartible share of the land of the said property with right of enjoyment of all the common portions and common facilities to be set in the building, proposed to be constructed upon the schedule property.

6. That the Developer shall complete the construction at its own costs including all the common facilities and amenities needed for the said building. It is specifically agreed that the actual time limit for the entire project shall be 18 months from the date of sanction of the plan by the Municipal Authority, subject to exemptions due to any Force majeure consequences up to six months more.

7. The Developer shall have no right, title or interest, whatsoever, in the Land Owners' allocation of the building and undivided proportionate share beneath therein.



8. The Developer shall have no right or claim for any money or for reimbursement of any costs, expenses or charges incurred towards construction of Owners' allocation (unless exceeded the area in excess of their share) and in respect of the undivided proportionate share in common facilities and amenities.

ARTICLE : VII : DEVELOPER'S ALLOCATION:-

In consideration of the aforesaid stipulation the Developer shall be entitled to Developer's allocation to the entire proposed multi-storied building, save and except Land Owners' allocation, together with the proportionate, undivided, un-demarcated and impartible share in the land of the aforesaid property together with proportionate undivided share in the common facilities and amenities including other rights to use thereof which will be available at the said premises upon construction of the building, except Owners' allocation and the Developer shall be entitled to enter into agreement for sale and transfer any Flat or building or Shop Room or commercial space or Car Parking etc., out of its allocation with any intended purchaser(s)/transferee(s) and to receive and collect all money in respect thereof, which shall absolutely belong to the Developer and all such acts of entering into agreement for sale and transfer out of its share and allocation as well as collection of booking money or final consideration money shall commence after execution of this present and on subsequent execution of General Power of Attorney, to be executed by the Land Owner, which would give those special rights to the Developer to effectually and smoothly perform all acts, deeds, things as per these present.



ARTICLE: VIII: CONSTRUCTION:-

That the Developer shall be solely and exclusively responsible for construction and for completion of the project by constructing the proposed multi-storied building as per the present Development Agreement.

ARTICLE: IX: SPACE ALLOCATION:

1. After completion of the building the Land Owner shall be entitled to get his allocation as detailed in the Owners' allocation paragraph, he will also obtain physical possession of the OWNERS' ALLOCATION, as stated above and the remaining constructed area within the building shall belong to the DEVELOPER and with regard to the common portions and areas the both the LAND OWNER and the DEVELOPER shall have joint and equal rights as per respective shares.

2. The Land Owner shall be entitled to transfer or otherwise deal with the Land Owners' allocation in the said building without any claim whatsoever of the Developer.

3. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to obtain transfer from the owner and to transfer or otherwise deal with or dispose of the same without any right claim or interest therein, whatsoever, of the land Owner and the Land Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

ARTICLE: X: BUILDING:-

1. The Developer shall, at its cost, complete the building and common facilities and amenities at the below Scheduled Premises in accordance

with the plan to be sanctioned, with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be complete in its entirety by the Developer within 18 months from sanction of the building plan by the concerned Municipal Authority, subject to exemption due to any Force majeure consequences.

2. The Developer shall erect the said entire building at its cost as per specification and drawings provided by the architect together with that of water connections, storage of water on the overhead tank, deep tube well, electric connection and also the temporary electric connection till permanent electric connections are obtained from the WBSEDCL, together with that of the facilities as are required to be set-up in the residential building for self-contained flat units and apartments and shop rooms/commercial space within the said property, which will be dealt with by the parties on ownership basis as per her allocated portions.

3. The Developer is hereby empowered to do or cause to be done all the acts relating to the said proposed construction.

4. The Developer shall at its own costs and expenses and without creating any financial or other liabilities on the Land Owner, construct and complete the building and various units and / or apartments in accordance with the building plan and amendment thereto or modification thereof, made or caused to be made by the Developer.

5. All costs charges and expenses including Architect's fees, Advocate's fees shall be paid, discharged and borne by the Developer and the Land Owner shall have no liability in this connection.

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6. The Developer shall provide, at its own cost, electrical wiring, water courses, pipelines, septic tank, sewerage line along with its connection in the entire building and to all the flats and units including the Land Owners' allocated portions.

ARTICLE: XI: COMMON FACILITIES AND PAYMENT OF TAXES:-

1. The Developer shall pay and bear the taxes and other dues in respect of the entire property on and from the date of taking possession of the same and the Developer undertakes to pay and bear the same till the Owners' allocation is delivered in the new construction, which shall include the aberrance of the tax also during the period of construction.

2. As soon as the building is complete and the Owners' share is delivered within the said building together with all sorts of right in respect of common portions and common facilities, the Owner there from shall be responsible to pay the proportionate taxes only in respect of his allocated portions, till the same is separately assessed and separate tax is levied upon them in respect of his allotted portions, the expenses towards payment of Taxes will be shared by the parties as per her share of allocation.

3. That the Developer will also be liable to pay its share of taxes and share of other charges till its portions are sold out unto and in favour of different purchasers/transferees subsequent to giving delivery of possession of sold units out of the allocated portion of the Developer and after such Sale and/or transfer, the respective purchasers/transferees shall be liable to bear the proportionate taxes and charges of their acquired properties.

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4. The Land Owner and the Developer shall punctually and regularly pay the taxes and other applicable charges to the concerned authority for their respective allocation or otherwise, as may be mutually agreed upon between them and both the parties shall keep each other indemnified against all claims, actions, demand, cost, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them, as the case may be, consequent upon a default by the Owner or by the Developer in this behalf.

5. As and from the date of notice of taking delivery of possession the Owner and the Developer shall also be responsible to pay and to bear proportionate share of the service charges of the common facilities in the said building in respect of Land Owners' allocation and Developer's allocation respectively and the said allocation shall include proportionate share of insurance premium for the building including its water lines, scavenging charges, maintenance, repair, renovation, replacement of common installation including pipes, wiring, pump, motor, septic tank and other electrical and mechanical installations and equipment, stairways, landing, corridors, passage ways and such other and further common facilities whatsoever which shall be set and used by all in common with all the others.

6. The parties will enjoy the common facilities of the Project and will pay the maintenance charges, including electricity, cleaning, repairing etc of the said common portion of the building and vacant land and garden and lift facilities in proportion of their respective shares in the Project.

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ARTICLE XII: LEGAL PROCEEDING AND LOCAL ISSUES, IF ANY:-

1. It is hereby expressly agreed by and between the parties here to that it shall be the responsibility of the Developer, as agent and constituted attorney of the Land Owner, to defend all the actions, suits and proceeding which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose shall be borne and paid by the Developer which will be appropriated from Land Owners' account and to that effect if the Developer needs authority, the Owner will provide the same and will execute the applications and other documents which shall be required to be placed by the Land Owner. The Land Owner herein thus hereby undertake to do all such acts, deeds, matters and other things those may be reasonably required to be done in the matter stated above and the Land Owner shall execute all such other and further additional papers including Power of Attorney and/ or authorizations as may be required by the Developer for the purpose and the Land Owner further undertake to sign the documents and deeds and things provided that all such acts, deeds and things shall not in any way infringe the right of the parties and will not go against the spirit of this Agreement.
2. If any local issues arise relating to implementation of the Project and its day to day work, the Land Owner and the Developer will handle the same jointly and any expenses incurred for the purpose will be shared by the Parties equally.
3. Any notice required to be given by the Developer shall, without prejudice to any other mode of service available, be deemed to have been served to the Owner if delivered by hand or by registered post with acknowledgement.

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4. Both the Developer and the Land Owner agreed that after the completion of the building they will frame a scheme for management and administration of the said building and /or common portions including the common facilities and both the parties hereto declare and accept the proposition that all the rule and regulations on account of such management shall be maintained by them and for the same, if needed, they shall form one Association and/or Society in accordance with law.

5. Nothing in this Agreement shall be construed as a demise or assignments or conveyance in law by the Land Owner of the below scheduled property or any part thereof to the Developer or as creating any right, title or interest in respect of the property unto the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof provided however, that the Developer shall be at liberty to accept loans and to borrow sums from Banks or other financial institutions for causing such development, it is being expressly agreed and understood that in no event the Land Owner or any of their estate shall be responsible and/or made liable for payment of any dues to the said Banks/financial institution and for that the Developer herein undertakes to keep the Land Owner indemnified against all actions, suits, proceedings, costs, expenses, charges of whatsoever nature together with that to keep the Owner free from all liabilities and responsibilities against all third party claims and demands.

6. That the Land Owner herein declare that prior to this they did never enter into any agreement for sale or any development agreement with any person or organization and the below Scheduled property is free from all encumbrances of whatsoever nature and the Owner has full right and absolute authority to enter into this Agreement.



7. That the Land Owner undertake and agree to execute and register one Power of Attorney unto the Developer which will enable the Developer to register the documents unto the intending purchasers in respect of Developer's allocated share of the building without any interruption thereby.

8. That with the execution of these presents the Land Owner do hereby hand over all the original documents relating to their below Scheduled property unto the Developer and it has been agreed that the said original documents shall be retained by the Developer till the entire construction is completed.

9. The Developer shall have all the rights to execute agreements for sale of any flat, shop, units, commercial spaces within Developer's allocated share with any intending purchaser/or purchasers and to receive the earnest money and/or full consideration amount discharging money receipt unto and in favour of the purchaser or purchasers there to, after the General Power of Attorney is executed by the Land Owner in favour of the Developer in terms of the Development Agreement.

10. That during the process of work, the Land Owner shall not interfere to the work to be carried out therein, but the Owner shall have the right of access to the work site.

11. Save and except the specification written hereunder, if any extra work is executed at the written direction of the Land Owner in that case Owner shall be liable to pay cost for the said extra work only.

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ARTICLE:- XIII:- ARBITRATION:-

That all the differences and disputes arising out of the present Agreement relating to the said construction of the building at the below scheduled property and the meaning thereof together with the purposes thereof, including the respective liabilities of the parties along with all other matters in which differences may arise, shall be referred for arbitration to avoid litigation according to the provisions of the Arbitration and Conciliation Act, 1996 and in that case the appointment of the Arbitrator from either side shall be made as per the provision of the Arbitration and conciliation Act 1996 (as amended).

ARTICLE: XIV: JURISDICTION:-

That the jurisdiction of the parties hereto shall be within the bounds of ordinary jurisdiction of Kalyani Sub-Divisional Courts and Nadia District Courts, as the case may be, including that of the Hon'ble High Court at Calcutta.

FORCE MAJURE:-

The Agreement shall cease to be operative only upon happenings beyond the control of human being, such as fire, Flood, Tempest, Earth quake, riot, Terrorist activities, Lockdown, Pandemic and epidemic etc.

DESCRIPTION OF THE STRUCTURE, FIXTURES AND FITTINGS

General

1.	REINFORCEMENT (ROD)	8 mm. in Slabs and 16 mm. in Pillars & Beams.
2.	Cement	ISI mark

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3.	Bricks	Red Bricks/ACE Block
4.	Flooring with fittings	Vitrified 2x2 stain free tiles, kitchen- Anti skid Floor Tiles, Kitchen Slab- Black Stone Platform of 6 feet with 2 feet height glazed tiles with steel sink. Bathroom- 1. Anti-skid Floor tiles 2. Wall tiles up to 6 feet height. 3. ISI Marked WC/Commode 4. ISI Mark or Fittings 5. One wash basin in dining space
5.	Windows	Aluminum sliding window/ Grill (optional with extra cost)
6.	Doors	Flash Doors with Sal wood frame.
7.	Electrical fittings	i) ISI marked wire, ii) Modular Switches iii) Points for T.V., Fridge, Geyser, Mixer Grinder, Light, Fan.
8.	Wall	Putty finish
9.	Balcony	M.S. Railing up to or brick wall.
10.	Lift	Available (4 passenger capacity)
11.	Water	Pumping arrangement will be provided from underground reservoir to overhead tank.

Handwritten signature

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

All that piece and parcel of land measuring about 5(Five) Cottahs Nil Chhattaks and 24 (Twenty-Four) Square feet to be the same little more or less, at Plot No. 303, Sub-Block No. B-7 of Block No. B, Kalyani Township under P.S. Kalyani within the District of Nadia which has butted and bounded by;

On the North: 30'-00" wide Road,

On the South: Plot No. B-7/308,

On the East: Plot No. B-7/304,

On the West: Plot No. B-7/302,

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, months and year first above written.

Handwritten signature

MEMO OF CONSIDERATION

Payment of Security Deposit of Rs. 23,00,000/- (Rupees Twenty-Three Lakhs) Only, paid by the Developer to the Land Owner. Out of which Rs. 2,00,000/- has been paid by way of cash and Rs. 21,00,000/- has been paid by way of bank transfer, which is hereby acknowledge by the Land Owner.

SIGNED AND DELIVERED BY THE LAND OWNER

Biswajit Gupta
.....

(Shri Biswajit Gupta)

**SIGNED AND DELIVERED BY THE PARTNERS OF DEVELOPER FIRM
BSP DEVELOPERS**

Soyale Mondal
Partner

BSP DEVELOPERS
Palash Sikder
Partner

BSP DEVELOPERS
Bidhan Halder
Partner

(BSP Developers)

IN PRESENCE OF THE WITNESSES:












1. *Ulinakshi Khanna* *Biswajit Gupta* *B-7/303, Kalyani, Nadia.*
2. *Uday Kumar Chatterjee* *A-2/213 Kalyani, Nadia*

Drafted, prepared and printed by:












Kabita Debnath

KABITA DEBNATH, ADVOCATE
F- 619/228 of 2002












SPECIMEN FROM FOR TEN FINGERPRINTS

Left Hand						 <i>Biswajit Gupta</i>
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	
Right Hand						












Above given finger impression of me and attested by me *Biswajit Gupta*

Left Hand						 <i>Sozail Mondal</i>
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	
Right Hand						

Above given finger impression of me and attested by me *Sozail Mondal*

Left Hand						 <i>Palash Saha</i>
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	
Right Hand						

Above given finger impression of me and attested by me *Palash Saha*

Left Hand						 <i>Bidhan Halder</i>
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	
Right Hand						

Above given finger impression of me and attested by me *Bidhan Halder*



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192025260336204078

GRN Details

GRN:	192025260336204078	Payment Mode:	SBI Epay
GRN Date:	12/11/2025 11:23:42	Bank/Gateway:	SBIPay Payment Gateway
BRN :	6405486062135	BRN Date:	12/11/2025 11:23:42
Gateway Ref ID:	IGATMKEPL2	Method:	State Bank of India NB
GRIPS Payment ID:	121120252033620404	Payment Init. Date:	12/11/2025 11:23:42
Payment Status:	Successful	Payment Ref. No:	2003057124/2/2025 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr BSP DEVELOPERS
Address:	KALYANI
Mobile:	7501685399
Period From (dd/mm/yyyy):	12/11/2025
Period To (dd/mm/yyyy):	12/11/2025
Payment Ref ID:	2003057124/2/2025
Dept Ref ID/DRN:	2003057124/2/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003057124/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	15011
2	2003057124/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	23400
3	2003057124/2/2025	Receipts on account of Standard User Charge-Other fees	0030-02-102-008-16	300
Total				38711

IN WORDS: THIRTY EIGHT THOUSAND SEVEN HUNDRED ELEVEN ONLY.

Major Information of the Deed

Deed No :	I-1303-05184/2025	Date of Registration	12/11/2025
Query No / Year	1303-2003057124/2025	Office where deed is registered	
Query Date	12/11/2025 8:03:31 AM	A.D.S.R. KALYANI, District: Nadia	
Applicant Name, Address & Other Details	K K GHOSH Kalyani, Thana : Kalyani, District : Nadia, WEST BENGAL, PIN - 741235, Mobile No. : 7501685399, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 23,00,000/-]		
Set Forth value	Market Value		
Rs. 23,00,000/-	Rs. 1,44,35,768/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,011/- (Article:48(g))	Rs. 23,400/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



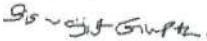
District: Nadia, P.S:- Kalyani, Municipality: KALYANI, Road: Block-B7(R) Arterial Road, Mouza: Block-B7(R), JI No: 0, Pin Code : 741235

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-303		RentFree Viti/Bastu (Freehold)	RentFree Viti/Bastu (Freehold)	5 Katha 24 Sq Ft	20,00,000/-	1,34,68,268/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :					8.305Dec	20,00,000 /-	134,68,268 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1290 Sq Ft.	3,00,000/-	9,67,500/-	Structure Type: Structure,Status of Completion : Completed
Gr. Floor, Area of floor : 1290 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1290 sq ft	3,00,000 /-	9,67,500 /-	



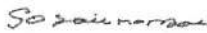
Land Lord Details :






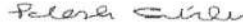
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Biswajit Gupta (Presentant) Son of Mantu Gupta Executed by: Self, Date of Execution: 12/11/2025 , Admitted by: Self, Date of Admission: 12/11/2025 ,Place : Office		 Captured	
	12/11/2025		LTI 12/11/2025	12/11/2025
B-7/303 Kalyani, City:- Not Specified, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.:: aixxxxxx1q, Aadhaar No: 55xxxxxxxx8592, Status :Individual, Executed by: Self, Date of Execution: 12/11/2025 , Admitted by: Self, Date of Admission: 12/11/2025 ,Place : Office				

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	BSP DEVELOPERS CHANDURIA, City:- Not Specified, P.O:- SIMURALI, P.S:-Chakdaha, District:-Nadia, West Bengal, India, PIN:- 741245 Date of Incorporation:XX-XX-2XX4 , PAN No.:: ABxxxxxx6A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	SOYAIL MONDAL Son of Late AKBAR AKI MONDAL Date of Execution - 12/11/2025, , Admitted by: Self, Date of Admission: 12/11/2025, Place of Admission of Execution: Office		 Captured	
	Nov 12 2025 12:19PM		LTI 12/11/2025	12/11/2025
CHANDURIA, City:- Not Specified, P.O:- SIMURALI, P.S:-Chakdaha, District:-Nadia, West Bengal, India, PIN:- 741245, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: BBxxxxxx6N, Aadhaar No: 42xxxxxxxx6205 Status : Representative, Representative of : BSP DEVELOPERS (as DEVELOPERS)				

2	Name	Photo	Finger Print	Signature
	BIDHAN HALDER Son of BIREN HALDER Date of Execution - 12/11/2025, , Admitted by: Self, Date of Admission: 12/11/2025, Place of Admission of Execution: Office		 Captured	
		Nov 12 2025 12:11PM	LTI 12/11/2025	12/11/2025
CHANDURIA MADHYAPARA, City:- Not Specified, P.O:- SIMURALI, P.S:-Chakdaha, District:-Nadia, West Bengal, India, PIN:- 741245, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: ACxxxxxx5G, Aadhaar No: 99xxxxxxxx0396 Status : Representative, Representative of : BSP DEVELOPERS (as DEVELOPERS)				
3	Name	Photo	Finger Print	Signature
	PALASH SIKDER Son of Late PARESH CHANDRA SIKDER Date of Execution - 12/11/2025, , Admitted by: Self, Date of Admission: 12/11/2025, Place of Admission of Execution: Office		 Captured	
		Nov 12 2025 12:19PM	LTI 12/11/2025	12/11/2025
CHANDURIA, City:- Not Specified, P.O:- CHANDURIA, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741245, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: CXxxxxxx4H, Aadhaar No: 28xxxxxxxx4100 Status : Representative, Representative of : BSP DEVELOPERS (as DEVELOPERS)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs KABITA DEBNATH Wife of Mr JAYANTA MAJUMDER KALYANI COURT, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:- Nadia, West Bengal, India, PIN:- 741235		 Captured	
	12/11/2025	12/11/2025	12/11/2025
Identifier Of Mr Biswajit Gupta, SOYAIL MONDAL, BIDHAN HALDER, PALASH SIKDER			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Biswajit Gupta	BSP DEVELOPERS-8.305 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Biswajit Gupta	BSP DEVELOPERS-1290.00000000 Sq Ft

Endorsement For Deed Number : I - 130305184 / 2025

On 12-11-2025

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:05 hrs on 12-11-2025, at the Office of the A.D.S.R. KALYANI by Mr Biswajit Gupta ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,44,35,768/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 12/11/2025 by Mr Biswajit Gupta, Son of Mantu Gupta, B-7/303 Kalyani, P.O: Kalyani, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by Profession Others

Indetified by Mrs KABITA DEBNATH, , , Wife of Mr JAYANTA MAJUMDER, KALYANI COURT, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 12-11-2025 by SOYAIL MONDAL, DEVELOPERS, BSP DEVELOPERS, CHANDURIA, City:- Not Specified, P.O:- SIMURALI, P.S:-Chakdaha, District:-Nadia, West Bengal, India, PIN:- 741245

Indetified by Mrs KABITA DEBNATH, , , Wife of Mr JAYANTA MAJUMDER, KALYANI COURT, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Execution is admitted on 12-11-2025 by BIDHAN HALDER, DEVELOPERS, BSP DEVELOPERS, CHANDURIA, City:- Not Specified, P.O:- SIMURALI, P.S:-Chakdaha, District:-Nadia, West Bengal, India, PIN:- 741245

Indetified by Mrs KABITA DEBNATH, , , Wife of Mr JAYANTA MAJUMDER, KALYANI COURT, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Execution is admitted on 12-11-2025 by PALASH SIKDER, DEVELOPERS, BSP DEVELOPERS, CHANDURIA, City:- Not Specified, P.O:- SIMURALI, P.S:-Chakdaha, District:-Nadia, West Bengal, India, PIN:- 741245

Indetified by Mrs KABITA DEBNATH, , , Wife of Mr JAYANTA MAJUMDER, KALYANI COURT, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 23,400.00/- (B = Rs 23,000.00/- , E = Rs 400.00/-) and Registration Fees paid by , by Cash Rs 0.00/-, by online = Rs 23,400/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/11/2025 11:23AM with Govt. Ref. No: 192025260336204078 on 12-11-2025, Amount Rs: 23,400/-, Bank: SBI EPay (SBlePay), Ref. No. 6405486062135 on 12-11-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,011/- and Stamp Duty paid by , by Stamp Rs 5,000.00/-, by online = Rs 15,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 180, Amount: Rs.5,000.00/-, Date of Purchase: 06/11/2025, Vendor name: S K Sen

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/11/2025 11:23AM with Govt. Ref. No: 192025260336204078 on 12-11-2025, Amount Rs: 15,011/-, Bank: SBI EPay (SBlePay), Ref. No. 6405486062135 on 12-11-2025, Head of Account 0030-02-103-003-02



Abhijit Chatterjee
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KALYANI
Nadia, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1303-2025, Page from 93709 to 93742

being No 130305184 for the year 2025.



Digitally signed by Abhijit chatterjee
Date: 2025.11.13 13:56:51 +05:30
Reason: Digital Signing of Deed.

(Abhijit Chatterjee) 13/11/2025

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. KALYANI

West Bengal.